

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.0 General Responsibilities of the Parties.

19.1 Interconnection Activation Dates. Each of SBC-AMERITECH and CLEC shall use its best efforts to comply with the Interconnection Activation Dates established by the Parties.

19.2 Compliance with Applicable Law and Certification. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, legally binding orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. By complying with Applicable Law, however, neither Party waives any of its rights, remedies or arguments with respect to such Applicable Law.

19.2.1 Each Party agrees to obtain all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement.

19.2.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Hazardous Substances. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "**Hazardous Substances**" includes those substances: (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and (ii) listed by any governmental agency as a hazardous substance.

19.4.1 CLEC shall in no event be liable to SBC-AMERITECH for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that CLEC did not introduce to the affected work location. SBC-AMERITECH shall indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits,

liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that SBC-AMERITECH, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which SBC-AMERITECH is responsible under Applicable Law.

19.4.2 SBC-AMERITECH shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that SBC-AMERITECH did not introduce to the affected work location. CLEC shall indemnify, defend (at SBC-AMERITECH's request) and hold harmless SBC-AMERITECH, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that CLEC, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which CLEC is responsible under Applicable Law.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Forecasting Responsibilities

19.5.2.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-AMERITECH shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be exchanged on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-AMERITECH General Trunk Forecast. This forecast from both parties should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Article for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.2.2 The semi-annual forecasts shall include:

19.5.2.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

19.5.2.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders equal to or greater than sixteen (16) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

19.5.2.2.3 The Parties shall meet to discuss the mutual forecasts provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

19.5.2.3 SBC-AMERITECH shall be responsible for forecasting and servicing the one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-AMERITECH, unless otherwise specified in this Article. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

19.5.2.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

19.5.2.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Section 19.5**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Network Harm. Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that materially interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, materially impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment. Upon such occurrence either Party may discontinue or refuse service, but only to the extent necessary to respond to such emergency.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

19.8.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

19.8.2 Commercial General Liability insurance with minimum limits of: \$5,000,000 General Aggregate limit; \$2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,500,000 each occurrence sub-limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

19.8.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Each policy shall contain a waiver of subrogation with respect to property damage, only, in favor of the other Party.

19.8.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under **Section 28.3** of this Agreement.

19.8.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under **Article XIX** shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on such Party's captive insurance company to provide any of the coverages required hereunder, such captive insurance company shall have a minimum net worth of \$15 million. In the case of such captive insurance company, the requirement of this **Section 19.8.5** to provide a certificate of insurance shall be complied with by providing the other Party with a copy of the most recent audited balance sheet of such captive insurance company.

19.8.6 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.8.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.8.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

19.8.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

19.8.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

19.8.8 For all locations other than those governed by 3D agreements between SBC-AMERITECH and CLEC, SBC-AMERITECH shall maintain

All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to CLEC, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of CLEC. SBC-AMERITECH shall have the right to self-insure this obligation, and agrees to waive any rights of recovery from CLEC.

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.14 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.15 LERG Use. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.16 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

19.17 OCNs. To the extent it has not been previously provided to SBC-AMERITECH, on the date of CLEC's signature of this Agreement, CLEC shall provide SBC-AMERITECH with CLEC's national OCN for Resale Services and its Wisconsin state-

specific OCN for facilities-based services (Interconnection and/or Unbundled Network Elements).

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

19.19 Change of Name.

19.19.1 In the event that either Party makes any corporate name change that would require a change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities that would require a change in OCN/ACEN, such Party will use best efforts to submit written notice to the other Party no later than thirty (30) days before such Party's change is fully implemented. Such a change, when made by CLEC, is referred to as "CLEC Change."

19.19.2 Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate SBC-AMERITECH for the costs to be incurred by SBC-AMERITECH to make the CLEC Change to the applicable SBC-AMERITECH databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate SBC-AMERITECH for any service order charges and/or service request charges associated with such CLEC Change. SBC-AMERITECH's agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

19.20 Deposits.

19.20.1 The deposit requirements set forth in this section apply to SBC-AMERITECH's providing the Resale Services and Network Elements (exclusive of interconnection facilities) furnished under this Agreement. SBC-AMERITECH may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SBC-AMERITECH, make a reasonable deposit to be held by SBC-AMERITECH as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of **Sections 28.2 and 28.3.**

19.20.2 If CLEC is required in accordance with this **Section 19.20** to make a deposit payment and SBC-AMERITECH furnishes to CLEC both Resale Services and Network Elements under this Agreement, CLEC shall make two separate deposits where applicable, each calculated separately as set forth below.

19.20.3 Unless CLEC is not required to make a deposit payment as described in **Section 19.20.1** above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SBC-AMERITECH. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in Wisconsin, the initial deposit shall be in the amount of \$17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in Wisconsin, the deposit shall be in the amount calculated using the method set forth in **Section 19.20.7** of this Agreement. This cash deposit will be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in **Section 19.20.1** above, SBC-AMERITECH shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in **Section 19.20.1** and **Sections 19.20.4** through **Section 19.20.10** of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

19.20.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-AMERITECH will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC-AMERITECH reserves the right to require additional deposit(s) determined in accordance with **Section 19.20.5** and **Section 19.20.6** through **Section 19.20.10** of this Agreement.

19.20.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent by SBC-AMERITECH one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date, as defined in **Article XXVII**, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SBC-AMERITECH within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under **Article XXVIII**, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.7 Whenever CLEC's deposit is re-evaluated as specified in **Section 19.20.5** or **Section 19.20.6**, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by **Sections 19.20.5** and **19.20.6**.

19.20.8 Whenever a deposit is re-evaluated as specified in **Section 19.20.5** and **Section 19.20.6**, above, CLEC shall remit the additional deposit amount to SBC-AMERITECH within thirty (30) calendar days of receipt of written notification SBC-AMERITECH requiring such deposit.

19.20.9 The deposit requirements of this **Section 19.20** may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC-AMERITECH. No interest shall be paid by SBC-AMERITECH for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

19.20.10 The fact that SBC-AMERITECH holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

19.20.11 Any cash deposit held by SBC-AMERITECH shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in **Section 19.20.5**) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this **Section 19.20.11**, interest will be applied from the date paid and calculated as defined in **Sections 27.13.1** and **27.13.2** to CRIS and non-CRIS billed charges, as applicable, above, and shall be credited to CLEC's account on an annual basis.

19.20.12 Any cash deposit shall be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC, provided, however, SBC-AMERITECH may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

19.20.12.1 when SBC-AMERITECH sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under **Article XXVIII** as to any amount covered by the delinquency notice);
or

19.20.12.2 when SBC-AMERITECH suspends CLEC's ability to process orders in accordance with **Section 27.14**; or

19.20.12.3 when CLEC files for protection under the bankruptcy laws; or

19.20.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

19.20.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SBC-AMERITECH);

19.20.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-AMERITECH shall credit any cash deposit to CLEC's account so long as SBC-AMERITECH has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

19.20.12.7 upon mutual agreement of the Parties.

19.20.13 Assuming that the previous payment and credit history of a Party (a **“Requesting Party”**) justifies doing so, upon request the other Party (the **“Acknowledging Party”**) will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by **Section 30.23** (“Entire Agreement”), below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

19.21 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses related to the matters covered by this Agreement.